

These Conditions ("these Conditions") apply with respect to the sale of products ("Product") by R on I, LLC ("Supplier") and a customer purchasing Products from Supplier ("Buyer"). Products are offered by Supplier subject to these Conditions, and by purchasing Product from Supplier after receipt of these Conditions, a Buyer accepts these Conditions. These Conditions supersede any contrary terms of any purchase order or other document except to the extent an express waiver of these Conditions has been signed by an officer of Supplier.

1. **Limited Warranties:** Supplier warrants only that (a) any Products provided hereunder meet the specifications provided in a written quotation or spec sheet provided by Supplier; (b) the use or sale of any Products provided hereunder will not infringe the claims of any validly issued United States patent covering such Product or service itself, but Supplier does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any Product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Supplier with any specifications provided to Supplier by Buyer; and (c) all Products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. **WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SUPPLIER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.** Buyer assumes all risk and liability resulting from use of the Products, and any services, or information delivered in connection therewith, whether used singly or in combination with other products, services, or information. Buyer agrees to inspect or test samples of Product (or provide for others to perform such inspection or testing) prior to use of Product.

2. IN NO EVENT WILL SUPPLIER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO ANY DEFECT IN ANY PRODUCT OR FOR BREACH OF ANY AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SUPPLIER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN MODIFIED IN ANY MANNER AFTER DELIVERY TO BUYER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SUPPLIER WITHOUT SUPPLIER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SUPPLIER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION. NO CLAIM SHALL BE MADE FOR LOST PROFITS ON ACCOUNT OF ANY FAILURE OR DELAY BY A PARTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER THE LAW OF ANY STATE OR OTHER JURISDICTION RELATING TO THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION BY SUPPLIER, AND THESE CONDITIONS SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT THAT MAY THEREAFTER OCCUR.

3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble, shortage, pandemic, inability to obtain material, or conditions that render obtaining such material to be not commercially feasible, equipment or transportation, or failure of usual transportation mode (each a "Force Majeure Event").

4. Supplier may furnish such technical assistance and information as it has available with respect to the use of Products. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of information, products and services for Buyer's application.

5. Buyer acknowledges that it has received and is familiar with Supplier's safety labeling and literature concerning the Products and shall forward such information to its employees, contractors and customers who distribute, handle, process or sell such Products. In no event shall Buyer use the Product or resell the Product for use in the manufacture of any medical device or pharmaceutical product unless Buyer assures compliance with all regulatory requirements and obtains any necessary approvals for inclusion or use of the Product. Buyer agrees that export of any Product or

information provided hereunder shall be in accordance with applicable export laws and regulations of the United States of America and any country through which Buyer causes the Product to be moved.

6. Except as may be contained in a separate trademark license, the sale of Product (even if accompanied by documents using a trademark or trade name of Supplier) does not convey a license, express or implied, to use any trademark or trade name of Supplier, and Buyer shall not use any trademark or trade name of Supplier in the conduct of its business without Supplier's prior written consent.

7. The Buyer shall reimburse the Supplier for all taxes (excluding income taxes), excises or other charges which the Supplier is required to pay to any Government (National, State or Local) on account of the sale, production or transportation of the Products, services, or information sold hereunder.

8. Notwithstanding that all other benefits and the risk in and to Product shall pass to Buyer upon delivery of such Product to Buyer, Ownership of Product shall not pass to Buyer until the purchase price in respect to such Product, together with interest thereon (if any), has been paid in full. Buyer, accordingly, shall not be entitled to (a) pledge or in any way encumber any of the Goods not paid for, (b) dispose of, or (c) alienate any of the Goods. Supplier may charge interest at the rate of one and a half percent (1.5%) per month upon any past due invoiced amount. Buyer shall notify Supplier of any error or nonconformity of an invoice prior to the date payment is due for the invoice. Payments of invoices shall be made without deduction or offset provided that if payment is withheld due to a dispute as to the amount due, the balance that is not subject to dispute shall be timely paid. In the event Buyer fails to fulfill Supplier's terms of payment, or in case Supplier reasonably has doubt as to Buyer's financial responsibility, Supplier may decline to make further deliveries except upon receipt of cash or satisfactory security.

9. If a dispute arises relating in any manner to goods or services provided by Supplier to Buyer, the venue for any dispute shall be the State or federal courts sitting in Mecklenburg County, North Carolina, and Supplier and Buyer each hereby submit to the jurisdiction of such courts. The obligations set forth in paragraph 11 and in this paragraph shall survive the termination or expiration of any agreement between the parties.

10. Buyer hereby agrees to defend, indemnify and hold harmless Supplier from any claims, liability, actions or expense arising from any claims or assertion made by a third party user of Product sold to Buyer hereunder or any third-party claiming to be damaged as a result of Product sold to Buyer.

11. These Conditions and all further agreements between the parties shall be construed and governed by the law of North Carolina without regard to any applicable conflicts of law provisions, and the terms of the Uniform Commercial Code shall apply.

12. Except as expressly provided in any other term or condition of these Conditions, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

13. These Conditions supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of Products or services by Supplier. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Supplier in connection with its decision to purchase or use any product, service, information or technology provided by Supplier that is in any manner inconsistent with these Conditions and with the written specifications provided by Supplier. No modification of these Conditions shall be binding upon either party unless separately contracted in writing and executed by a duly authorized representative of each party. No modification shall be affected by the acknowledgment or acceptance of purchase order forms or invoices stipulating different conditions.

14. No terms contained in a purchase order, acceptance or other document unilaterally issued by a party shall bind the party receiving the document or impair such receiving party's rights, unless such Purchase Order or other document (a) contains an express provision to deviate from, or augment the terms of these Conditions and (b) is executed by the authorized signatories of each Party. In the event of any conflict between the terms of a Purchase Order and these Conditions, the terms of these Conditions shall control.